

ORIGINAL

SYNIVERSE NETWORKS, INC.

COMPETITIVE
PRIVATE LINE
TRANSPORT SERVICES

ARIZONA

A.C.C. SECTION 1
Original Page 1
Original Release 1

RESALE TARIFF OF
SYNIVERSE NETWORKS, INC. (SYNIVERSE)

STATEMENT OF PUBLIC INTEREST

Pursuant to Arizona Administrative Code, R14-2-1104(A)3 pertaining to schedule of rates.

SYNIVERSE NETWORKS, INC. will price Private Line Services on an Individual Case Basis.

Private Line services will be made available to customers in a non-discriminatory manner. SYNIVERSE will provide businesses a resource to compare rates for private line services. Negotiated private line rates, with carriers like AT&T, MCI, and Sprint, are passed on to the customers, creating efficiencies and cost savings. The presence of Applicant in this market will increase incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices and improve their quality of service. SYNIVERSE believes our business plan is good for customers and the industry.

This tariff contains the rules, regulations, descriptions, and rates applicable to reselling Intrastate Private Line Services by SYNIVERSE NETWORKS, INC. (SYNIVERSE) between points within the State of Arizona.

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ISSUED BY: David Robinson, Manager - Regulatory Affairs
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CHECK SHEET

The Title Page and Pages 2 through 17, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

<u>PAGE</u>	<u>REVISION LEVEL</u>
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Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff contains terms and conditions applicable to reselling intrastate private line transport services by SYNIVERSE NETWORKS, Inc. within the State of Arizona.

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SECTION 1 - DEFINITION OF TERMS

ACC - Arizona Corporation Commission

Company - SYNIVERSE NETWORKS, INC. unless otherwise clearly indicated by the context.

Customer or End User - The person, firm, corporation, or other entity that connects two locations with dedicated transport or private line services, subject to the terms and conditions of the Company's contract.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific customer.

DS-0 - Single circuit, private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 - Also commonly referred to as T1 service, for data speeds of 1.544 Mbps with to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure. Contains 24 DS-0 channels.

DS-3 - Also referred to as T45 service, for data speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X) - Variable combination of DS-3 circuits or higher bandwidth circuits for very high-speed data transmission.

Carrier - Underlying carrier providing private line or dedicated transport services.

Private Line - Transmission of dedicated electrical or optical signals over a line to a destination.

SYNIVERSE - Used throughout this tariff to mean SYNIVERSE NETWORKS, Inc. unless clearly indicated otherwise by the text.

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SECTION 2 - UNDERTAKING OF THE COMPANY**2.1 GENERAL**

SYNIVERSE's private line services are furnished to Subscribers and Customers on a non-discriminatory basis for private communications between points within the State of Arizona.

2.2 DESCRIPTION OF SERVICE

SYNIVERSE will resell state-of-the-art private line transport to support internal or external business applications. Such systems include point-to-point or multi-point service with speeds adaptable to meet customer needs. SYNIVERSE offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for speeds of 1.544 Mbps with to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

DS-3 (T45) for speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

2.3 APPLICATION FOR SERVICE

Customer's desiring to obtain private line services must negotiate terms and conditions with SYNIVERSE.

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.4 TERMS AND CONDITIONS

2.4.1 Private line services and pricing is obtained on a case-by-case basis and is initiated upon requests from customers. Payment for services shall be governed by applicable SYNIVERSE negotiated contract price in effect at the time service is provided. SYNIVERSE reserves the right to make changes to our prices. Such changes shall become effective at the time the changes are made to the price by SYNIVERSE. SYNIVERSE manages its own billing system.

2.4.2 Pricing and service guarantees are negotiated and supplied to the customer in accordance with agreements negotiated with Carriers. In addition, Carriers must provide terms consistent with the pertinent laws and regulations, including the following:

- Tariff rates of the underlying carrier providing the circuit
- AT&T Communications Tariffs FCC No. 9 and No. 11
- AT&T Contract Tariffs No. 3 and 151
- MCI WorldCom Tariffs FCC No. 1 and No. 8
- The MCI WorldCom Special Customer Arrangement between MCI WorldCom and SYNIVERSE
- Sprint Tariffs FCC No. 7 and No. 8
- Sprint Bulk Service Arrangement between Sprint and SYNIVERSE
- Qwest Tariffs FCC No. 1 section 7.10 Private Line Transport Services

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.4 TERMS AND CONDITIONS (CONT'D)

- 2.4.3 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.4.4 SYNIVERSE reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or End User is using service in violation of provisions of this tariff or the law.

2.5 LIABILITY OF THE COMPANY

- 2.5.1 The Company does not transmit messages, but offers resold private line facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.5.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers and Customers as required to meet changing regulatory or statutory rules and standards.
- 2.5.3 The Company reserves the right to discontinue service, when any governmental or regulatory condition imposed upon SYNIVERSE materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.
- 2.5.4 Services provided under this tariff to Subscribers and End Users may be used for any lawful purpose for which the service is technically suited.

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.5 LIABILITY OF THE COMPANY (CONT'D)

- 2.5.5 SYNIVERSE's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of reselling private line services, in no event shall exceed an amount equivalent to the proportionate charge to the End User for the period during which the faults in transmission occur.
- 2.5.6 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any private line service offering or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.5 LIABILITY OF THE COMPANY (CONT'D)

2.5.7 The Company shall not be liable for, and shall be fully indemnified and held harmless by Subscriber or Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.5.8 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service that is not the direct result of the Company's negligence.

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.6 CLAIMS**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

2.6.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees.

2.6.2 Any claim, loss, damage expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company; or

Any claim of any nature whatsoever brought by User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable tariff.

2.7 PROHIBITED USES

2.7.1 Customers' use of resold services obtained from Company shall be subject to any applicable restrictions imposed by the underlying Carrier.

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SECTION 3 - OBLIGATIONS OF THE CUSTOMER AND PAYMENT ARRANGEMENTS

3.1 GENERAL

3.1.1 SYNIVERSE and Customer will negotiate on an individual case basis (ICB) terms and conditions for the provisioning of resold private line services in the State of Arizona.

3.2 PAYMENT FOR SERVICE

3.2.1 SYNIVERSE and Customer will negotiate on an individual case basis (ICB) terms and conditions associated with payment for services associated with resold private line services in the State of Arizona.

3.3 DEPOSITS

3.3.1 The Company does not require deposits from the Customer or Subscriber.

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A.C.C. SECTION 1
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Original Release 1**SECTION 4-PRODUCT DESCRIPTION AND RATES****4.1 RESOLD PRIVATE LINE SERVICES**

SYNIVERSE resells state-of-the-art private line transport services to support internal or external business applications. Such systems include point-to-point or multi-point service with speeds adaptable to meet customer needs. SYNIVERSE resells private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for speeds of 1.544 Mbps with to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

DS-3 (T45) for speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

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SECTION 4 - PRODUCT DESCRIPTION AND RATES**4.2 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

SYNIVERSE will negotiate prices for Private Line Services on an Individual Case Basis (**ICB**). Private Line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, and non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to the Arizona Corporation Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

Pricing and service guarantees are supplied to the customer in accordance with agreements or contracts negotiated with underlying carriers along with the pertinent regulations of the underlying carrier, including the following:

- AT&T Communications Tariffs FCC No. 9 and No. 11
- AT&T Contract Tariffs No. 3 and 151
- MCI WorldCom Tariffs FCC No. 1 and No. 8
- The MCI WorldCom Special Customer Arrangement between MCI WorldCom and SYNIVERSE
- Sprint Tariffs FCC No. 7 and No. 8
- Sprint Bulk Service Arrangement between Sprint and SYNIVERSE
- Qwest Tariffs FCC No. 1 section 7.10 Private Line Transport Services

Mileage and service type will also be included to determine price. A circuit price will be negotiated with our customers prior to ordering any service. An executed nondisclosure agreement (NDA) must be in place before SYNIVERSE can provide circuit pricing. Billing starts on the date the circuit is in service or "turned-up."

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SECTION 4 - PRODUCT DESCRIPTION AND RATES (Cont'd)**4.3 PRIVATE LINE SERVICE ORDERING CHARGES**

Design Change ICB
will apply when an engineering
review is required.

Private Line Service Order Modification Charge ICB
will apply on a per occurrence basis.

Service Date Change Charge ICB
will apply on a per order, per occurrence basis
for each service date changed.

Design Change Charge ICB
will apply on a per order, per occurrence basis
for each order requiring a Design Change.

Expedited Order Charge ICB
will apply on a per order,
per occurrence basis.

Design Change ICB
will apply when an engineering
review is required.

Private Line Service Order Modification Charge ICB
will apply on a per occurrence basis.

Service Date Change Charge ICB
will apply on a per order, per occurrence basis
for each service date changed.

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SECTION 4 - PRODUCT DESCRIPTION AND RATES (Cont'd)**4.3 PRIVATE LINE SERVICES ORDERING CHARGES (CONT'D)**

Design Change Charge ICB
will apply on a per order, per occurrence
basis, for each order requiring a Design Change.

Expedited Order Charge ICB
will apply on a per order, per occurrence basis.

4.4 PRIVATE LINE SERVICES IMPLEMENTATION CHARGES

4.3.1 Service Implementation Charges

A. Installation Charge Per Service

DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB

B. Monthly Charge Per Service

DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB

4.3.2 Change Charges

A. Service Date	ICB
B. Design Changes	ICB
C. Expedite Charges	ICB

4.3.3 Cancellation Charges
Per Order ICB

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